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G**Office of the Metropolitan Council**

City of Baton Rouge
Parish of East Baton Rouge

222 St. Louis Street
Post Office Box 1471
Baton Rouge, Louisiana 70821

LAMONT COLE
Metro Councilman, District 7

Council Office: (225) 389-4691
Council Fax: (225) 389-3127
District Office: (225) 389-3182
Dist. Office Fax: (225) 389-7816
E-mail: lcole@brla.gov

January 21, 2021

Louisiana Ethics Administration Program
PO Box 4368
Baton Rouge, LA 70821

re: Advisory Opinion request

Dear Chairman McAnelly:

I am the Council Aide to Councilman Lamont Cole who serves as President Pro-Tempore for the City of Baton Rouge, Parish of East Baton Rouge Metropolitan Council. I am an unclassified employee appointed by Councilman Cole. In the past I have only served Council District 7; however, he has effective January of 2021 been appointed President Pro-Tempore and I will be assisting with his duties as President Pro-Tempore.

I am also the founder and the Executive Director of the Butterfly Society, a non-profit organization who aides domestic violence victims by providing temporary lodging, rental assistance, utility assistance, funeral expenses, medical expenses and transportation. (see my attached letter for more details.)

The City of Baton Rouge, Parish of East Baton Rouge has budgeted a \$24,250 contribution to the Butterfly Society in its 2021 budget. However, no transfer of funds to the organization has occurred. If distributed, the funds would be kept in a separate account and used only for direct client expenses. No portion of the funding would be used for payment of my salary or any staff funding or administrative expenses.

The Butterfly Society is also seeking a grant through the City Parish under the CARES Act which will also provide survivor services. Following is the item as stated on the City-Parish Grants Review Committee (Councilman Cole does not participate on this committee), which has been deferred awaiting an advisory opinion:

Proposed agreement between the City of Baton Rouge, Parish of East Baton Rouge and **The Butterfly Society** under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for **Emergency Shelter Program ESG-CV2** eligible activities for the Survivor Support Program for program years 2019/2020 and 2020/2021 in the amount of \$164,670.00 effective April 1, 2020 through March 31, 2021. (By: **Build Baton Rouge**)



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Although it references past years, no funding has been disbursed and the program services time period can be changed. If the Grants Review Committee approves, the grant would go to the Council for a vote and approval.

I am requesting an advisory opinion regarding the following:

1. May the Butterfly Society accept the budgeted \$24,250 contribution for 2021 and subsequent years if I continue to serve as Executive Director?
2. May the Butterfly Society receive the CARES Act Grant funding, if I continue to serve as Executive Director?
3. If I surrender my position as Executive Director and accept a salaried position with the organization which is in accordance with the past Board exception 82-02d, can the Butterfly Society accept the budgeted donation from the City and/or the CARES Act grant?
4. If I surrender any paid position with the Butterfly Society and only volunteer my services, can the Butterfly Society accept the budgeted donation from the City and/or the CARES Act grant?

I request this matter be heard by the Ethics Commission and that the Board issue an advisory opinion at its February, 2021 board meeting as an emergency item. Funding from the City-Parish and the grant application are on hold pending this opinion. Alternatively, I am asking that these matters be heard at the March meeting to ensure I, along with Councilman Cole, are advised appropriately before having to take action on the matter. If you need further information regarding this request, please feel free to contact me. Dawn Guillot of the Parish Attorney's office is also available at 225-389-3114 or dguillot@brla.gov to provide assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Twahna P. Harris", with a long horizontal flourish extending to the right.

Twahna P. Harris
Council Aide, District 7



P.O. Box 225
Zachary, LA 70791

225.347.7725
thebutterflysociety@gmail.com
www.thebutterflysociety.org

Date: January 19, 2021

To Whom It May Concern:

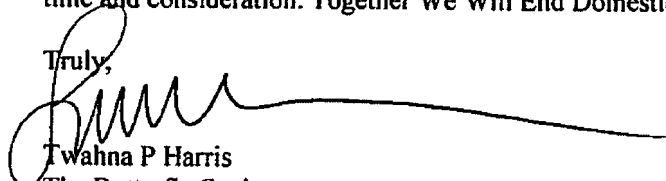
I am Twahna P. Harris, Founder & Executive Director of The Butterfly Society. The Butterfly Society is a Nonprofit organization. The Butterfly Society sole mission and vision is dedicated to ending domestic violence through providing direct services to victims and survivors, promoting community engagement, spreading education and awareness, and partnering with other agencies.

The Butterfly Society was established through my personal journey as a victim and survivor of domestic abuse in 2014. I was a second semester freshman experiencing domestic abuse at the hands of my abuser. I endured emotional, mental, physical, and sexual abuse. I was in a very dark place in my life. My abuser threaten to kill me many times. I often said to myself I had no reason to live hopeless, powerless, embarrasses, ashamed, humiliated, and fearful of telling anyone. Suicide appeared to be my only way out but there was a very soft voice that would speak saying I had a reason to live. It was by God's grace along with friends, coworkers, and family who saw the best in me. I survived. The journey was long and challenging but I was determined to live the life I was promised. This work means everything to me because I was given another opportunity to live. It's only right to do the same for someone else.

The Butterfly Society receives dollars from the City of Baton Rouge in the amount of \$ 25,000. The dollars are used for client services only. Dollars are placed in a separate account. The Butterfly Society provides temporary lodging (hotel stay), rental assistance, utility assistance, funeral expense, medical expense, and transportation. The Butterfly Society has an intake process in place when contacted by a victim or survivor to receive services. Many times victims and survivors leave with absolutely nothing, fearful and fleeing for their lives. We are the hope they desperately need. I've been there before. The future looks impossible to reach. The Butterfly Society helps them to find their way back to living a purposeful life.

These dollars has helped to make a tremendous difference in the lives of victims and survivors. Without these dollars, it would be a challenge for The Butterfly Society. The Butterfly Society is very appreciative of these dollars. In 2020, there were 19 domestic violence homicides. We have a crisis on our hands. It will take each of us working together to end domestic violence in our city. Thank you so much for your time and consideration. Together We Will End Domestic Violence.

Truly,


Twahna P Harris
The Butterfly Society
Founder & Executive Director



2021 Annual Operating Budget

Professional and Operating Services Contracts Continued

The current purchasing ordinance requires approval of the Metropolitan Council, the Office of the Parish Attorney, and the Mayor-President on all professional services contracts (PSC) and operating services contracts (OSC) exceeding \$50,000. The Metropolitan Council, through the adoption of the 2021 *Annual Operating Budget* (AOB), authorizes the Mayor-President to enter into the professional and operating services contracts with the named individuals listed below (contract amounts have been rounded to the nearest \$10). Listing of the contracts in this section does not preclude the requirement to satisfy all procurement and other review requirements. Cooperative endeavor and operating agreements with non-profit or governmental agencies are contingent upon annual appropriations.

- Contracts listed for information purposes only include contracts for which the amount does not require Council approval
- (BID) Contracts that are awarded based on the lowest bids received by the Purchasing Department;
 - (RFP) Contracts awarded based on a formal Request For Proposal process through the Purchasing Department;
 - (RFQ) Contracts awarded based on a formal Request For Qualification process through the Purchasing Department;
 - (SSP) Maintenance on systems that can be performed only by the system vendor as a Sole Source Provider.

Department/Division	Maximum Contract Amount
Butterfly Society To educate, advocate for legislation, provide direct services, and collaborate with other agencies to end domestic violence	\$24,250 per year
East Baton Rouge Truancy Assessment Inc. (EBRTA) The Family and Youth Service Center (FYSC) will provide services to truant children and reduce juvenile delinquency	\$100,000 per year
Health Unit Health, nutrition, and record-keeping services for citizens of EBR Parish.	\$446,110 budgeted
Service Corps of Retired Executives Association (SCORE) Counseling to small business owners and entrepreneurs to encourage and stimulate the formation of new businesses	\$18,430 per year
Ins Domestic Violence Center Comprehensive services to victims of domestic violence	\$245,760 per year
O'Brien House Combats substance abuse in the community	\$16,590 per year
EBR Criminal Justice Council. Administration of the Pre-Trial Release Program in coordination with law enforcement agencies to provide alternatives to incarceration for individuals struggling with mental health or substance abuse issues.	Not to exceed \$230,000
Louisiana Art & Science Museum Enhance appreciation for art and science through various mediums and educational opportunities.	\$817,840 per year
Art Council of G.B.R. Encouragement and support for cultural and creative activities in the area.	\$338,790 per year
Baton Rouge Symphony. Educational and musical opportunities for all citizens of the area.	\$92,150 per year
Baton Rouge Earth Day, Inc. Promotion of environmental awareness and response	\$21,190 per year
USS KIDD. World War II destroyer moored at Baton Rouge for the education of citizens and as a tourist attraction.	\$222,690 per year
EBRP Redevelopment Authority d/b/a Build Baton Rouge To transform the quality of life for all citizens who live, work, and play in East Baton Rouge Parish by returning blighted properties to productive use, fostering redevelopment through facilitating partnerships, and creating a vibrant, globally competitive community while preserving character.	\$825,000 budgeted
EBR Parish Cooperative Extension Services. Educational programs on agriculture, home economics, and 4-H club work.	\$57,140 budgeted
Veterans Service Office. Counseling and assistance to veterans and their families.	\$48,900 budgeted
Big Buddy Program. Interlink. Center for Community and Social Justice Community-centered resources for children.	\$248,850 per year

**The Butterfly Society
and
City of Baton Rouge-Parish of East Baton Rouge**

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

**Survivor Support Program
Emergency Shelter Program Agreement**

This Agreement is made effective this 1st day of April 2020 by and between the City of Baton Rouge-Parish of East Baton Rouge (herein called the "City-Parish") and The Butterfly Society (hereinafter called the "Subrecipient") and identified as Grant Number E-20-MW-22-0002.

WHEREAS, the City-Parish is the recipient of Emergency Solutions Grant (ESG) funds from the United States Government under subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (Hearth Act); and

WHEREAS, the City-Parish was authorized an allocation of Emergency Solutions Grants funds by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 to respond to the growing effects of the historic public health crisis of COVID-19 (CV); and

WHEREAS, the City-Parish wishes to engage the Subrecipient to assist the City-Parish in the utilizing such funds, the City-Parish allocates to the Subrecipient an amount of \$164,670.00 of ESG-CV funds for the program years 2019 and 2020 to be used for undertaking the activities identified in Section I of this agreement; and

WHEREAS, the Subrecipient certifies that the service will be operated in such a way as to maximize the opportunities for clients to participate in program delivery through employment, volunteer services, construction, renovation, maintenance or operation of the facility or program; and

WHEREAS, If homeless benefit activities are proposed, the Subrecipient certifies that the organization has formally involved, and will continue to involve, at least one current or formerly homeless person in its policy-making process as it relates to the operation of this service; and

WHEREAS, the Subrecipient certifies it is an organization that is actively participating in local area provider networks, homeless housing and service coalitions, and Continuum of Care planning processes;

NOW, THEREFORE, it is agreed between the parties hereto that:

SECTION I. STATEMENT OF WORK

- A. Program Delivery: It is further agreed, pursuant to federal regulation Part 576 Emergency Solutions Grants Programs, Subpart B, the Subrecipient will deliver the eligible activities for Survivor Support Program for ESG-CV City-Parish Operating Years 2019-2020 and 2020-2021. These activities shall be carried out to the satisfaction of the City-Parish and consistent with any standards required in response to, in preparation of, or in prevention of COVID-19 as a condition of providing these funds.

B. Performance:

1. *Performance Period:* Services/Activities performed under this Agreement will commence on the 1st day of April 2020 and shall be completed no later than the 31st day of March 2021.
2. *Performance Modifications:* The City-Parish may grant time of performance modifications to this agreement, when such modifications;
 - i. In aggregate do not exceed the performance period as provided for in Section C.
 - ii. Continue to meet program requirements
 - iii. Will not change the overall project goals or scope of services
 - iv. Are in the best interest of the City-Parish and Subrecipient in performing the scope of services under this Agreement
 - v. Do not alter the amount of compensation under this agreement, and
 - vi. Are agreed to through amendment as defined in Section IV H of this agreement.
3. *Performance Monitoring:* The City-Parish will monitor the performance of the Subrecipient against goals and performance standards as stated above. Monitoring will be performed through on-site reviews, performance assessment of Subrecipient's reports or other methods determined by the City-Parish. Substandard performance as determined by the City-Parish will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 14 days after being notified by the City-Parish, the agreement will be suspended or terminated. Goals and target dates will be set on a quarterly basis. **Appendix B**
4. *Funding based on Performance:* The Subrecipient agrees to expend funds for eligible and approved activities at a rate that will fully expend funds provided under this Agreement by the performance ending date of (March 31, 2021). If the City-Parish determines by review of the Subrecipient's progress, which may consist of performance reports, monitoring, documentation or other forms of evaluation as January 31, 2021 that the Subrecipient is expending at a slower than acceptable rate (less 50% of the total grant amount), the City-Parish will notify the Subrecipient that it is in danger of de-obligation of part or all of the remaining balance of the agreement amount. The City-Parish reserves the right to de-obligate funding under this agreement prior to its expiration if the City-Parish determines through review of submittals on hand as of February 28, 2021 that the Subrecipient has not yet expended at least (less than 80% of the total grant amount) of the total Agreement amount.
- C. **Staffing:** The Subrecipient shall assign the following staff as Key Personnel in the attached **Appendix B** to this project. The Subrecipient will notify the City-Parish in writing of any changes to such personnel within 15 days of such a change.
- D. **Budget:** The Subrecipient shall not exceed the maximum dollar value of this Agreement. In addition, the Subrecipient further agrees that services/ activities will be provided within the dollar amount allocated for each line item in the attached **Appendix A Budget**. Any adjustments to individual line items must be requested in writing by the Subrecipient and are subject to the approval of the City-Parish. Any changes in the budget will be handled by an amendment as referenced below.

INITIAL BUDGET -

1. *Indirect Costs* - Any indirect costs charged must be consistent with the conditions of Section VI, (A)(iv) of this Agreement. The Subrecipient may not expend no more than 10% of the grant, prior to the finalization of a budget.
2. *Matching Funds* - Under Public Law 116-94, all ESG matching requirements are eliminated when funds are being used to prevent, prepare for, and respond to the coronavirus pandemic for individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
3. *Budget Modifications* - The Subrecipient may submit a request for budget modification via a thirty-day written notice to the City-Parish. Such requests must in writing, which include the amount of funds to be transferred, a justification for the transfer of funds and the impact on the line items that will be affected. Budget modifications will be allowed once per contract year and must be submitted 90 days prior to the expiration of the performance period. Requests for modifications will be approved by the City through amendment, subject to the following considerations:
 - a) Do not exceed 10% per budget line item.
 - b) Do not alter the total amount of compensation subject to or under this agreement
 - c) Will not change the project goals or scope of services
 - d) Continue to meet overall program requirements
 - e) Are in the best interests of the City-Parish and Subrecipient in carrying out the scope of work of this Agreement; and
 - f) Related to salaries, are applicable to salary ordinances or laws

SECTION II. NOTICES

- A. **Notices:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City-Parish

City of Baton Rouge-
Parish of East Baton Rouge
Office of Community Development
c/o Build Baton Rouge, The
Redevelopment Authority of
East Baton Rouge Parish
620 Florida Street
Suite 110
Baton Rouge, LA 70801
225-387-5606
tsaunders@buildbatonrouge.org

Subrecipient

Twahna P. Harris
Executive Director
The Butterfly Society
P.O. Box 225
Zachary, LA 70791
225-347-7725
thebutterfly.society@gmail.com

SECTION III. SPECIAL CONDITIONS

"No Special Conditions"

SECTION IV. GENERAL CONDITIONS

- A. **General Compliance:** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576, U.S. Housing and Urban Development regulations concerning Emergency Solutions Grant Program (ESG), except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. **Debarment and Suspension:** Funding for this project is federally assisted through the U.S. Department of Housing and Urban Development. Pursuant to 24 CFR 570.609, federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subrecipient during any period of debarment, suspension, or placement in ineligibility status by the Federal government. Therefore, agreements and/or contracts, or any part thereof, shall not be assigned or subcontracted except to subcontractors who are licensed, bonded and insured in the State of Louisiana, as required by law, and have not been disqualified from participation other HUD-assisted projects. The Subrecipient will ascertain whether an intended subcontractor is eligible before entering into a subcontract. The Subrecipient additionally affirms that their agency nor any principal member of their agency is currently debarred or suspended from participation in federally funded programs as confirmed by the System for Awards Management (sam.gov). The Subrecipient agrees to notify the City-Parish if the agency or any principal members are placed on the suspended or debarred list within twenty-four (24) hours of placement on said list.
- C. **Funds Availability:** It is expressly understood and agreed upon by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the U.S. Dept. of Housing and Urban Development; that all monies to be distributed to the Subrecipient hereunder shall be exclusively from ESG funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Subrecipient under or in connection with this contract. No funds shall be disbursed to the Subrecipient for project expenditures prior to the effective dates of the grant between HUD and the City Parish.
- D. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City-Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- E. **Hold Harmless:** The Subrecipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

- F. **Workers' Compensation:** The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- G. **Insurance & Bonding:** The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City-Parish. The Subrecipient shall comply with the bonding and insurance requirements of ESG for nonprofits, educational institutions and governmental entities as required by 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement

The Subrecipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Subrecipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:

1. Workers' Compensation and Employers' Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers' Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers' Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge. In such case a Waiver of Workers' Compensation must be signed and attached to this contract.
 2. Commercial General Liability coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit. Coverage's are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
 3. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverage's are to include all Owned, Hired and Non-Owned Automobiles.
 4. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.
- H. **City-Parish Recognition:** The Subrecipient shall insure recognition of the role of the City-Parish and HUD in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- I. **Amendments:** The City-Parish or Subrecipient may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City-Parish's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City-Parish or Subrecipient from its obligations under this Agreement. As previously stated, budget amendments/modifications will be allowed once per contract year and must be submitted 90 days prior to contract year end date.

At its discretion, the City-Parish may amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City-Parish and Subrecipient.

- J. Suspension or Termination:** In accordance with 2 CFR 200, the City-Parish may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to the City-Parish reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City-Parish or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Notification must be provided in writing at least 30 days prior to the effective date of termination. However, if in the case of a partial termination, the City-Parish determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City-Parish may terminate the award in its entirety.

- K. Breach of Contract:** Any violation or breach of terms of this contract on the part of the Subrecipient or the Subrecipient's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION V. PROGRAM REQUIREMENTS

The Subrecipient agrees that it will deliver services or carry out activities as identified in the Statement of Work of this Agreement in accordance with ESG program requirements and other applicable Federal, state and local requirements.

Further, in addition to other provisions set forth in this Agreement and in the delivery of such services or activities identified in Section I, Scope of Work, the Subrecipient certifies that:

- a. **Eligible Activities:** The Subrecipient shall use ESG funds solely for activities defined as "Eligible activities" under 24 CFR 576, Sub-Part B and as approved in this agreement.
- b. **Continued Use:** The Subrecipient shall comply with the continued use requirements set forth in 24 CFR 576.102(c) 73 ("Minimum Period of Use as an Emergency Shelter").
- c. **Building Standards:** The Subrecipient shall comply with the building standards requirement contained at 24 CFR 576.40375.
- d. **Homeless Participation:** Under Public Law 116-94, the ESG-CV flexibilities prohibit using any funds to require people experiencing homelessness to receive treatment or perform any other

prerequisite condition for receiving shelter, housing or other services traditionally required under 24 CFR 576.405.

- e. **Evaluations:** The Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e). Under Public Law 116-94, the ESG-CV flexibilities allow the increase of income limit from 30% to 50% AMI for Homelessness Prevention component.
- f. **Connecting Program Participants to Mainstream and Other Resources:** As described in 24 CFR, 576.401(d), the Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and any other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability.
- g. **Termination of Assistance:** In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law, as described in 24 CFR 576.402. This process at minimum, must consist of:
 - 1) Serving the participant with a written notice containing a clear statement of the reasons for termination;
 - 2) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - 3) Providing prompt written notification of the final decision to the participant.
- h. **Confidentiality:** As described in 24 CFR 576.500(x), the Subrecipient must develop and implement written procedures to ensure: (i) All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential as defined in HUD's standards for participation, data collection, and reporting in a local HMIS. (ii) The address or location of any housing of a program participant will not be made public. Except as provided under a preexisting privacy policy between the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
- i. **Victim of Violence Confidentiality:** The Subrecipient shall comply with the requirements of 24 CFR 576.500(x). Grantees will develop and implement procedures to ensure that the records pertaining to any individual provided family violence prevention or treatment services under any project assisted by the Emergency Solutions Grant Program are stored confidentially. Further, the address or location of any family violence shelter assisted with ESG funds shall not be made public, except with written authorization of the person or persons responsible for the operation of the shelter.
- j. **Shelter and Housing Standards:** The Subrecipient shall comply with the shelter and housing standards contained at 24 CFR 576.403.
- k. **Lead Based Paint:** As described in 24 CFR 576.403, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- l. **Other Federal Requirements:** The Subrecipient shall comply with the requirements of 24 CFR 576.407, including non-discrimination and equal opportunity, affirmative outreach, uniform administrative requirements, and the Davis-Bacon Act.

- m. **Relocation and Acquisition:** The Subrecipient shall comply with the requirements of 24 CFR 576.408 (Relocation and Acquisition).
- n. **Displacement:** The Subrecipient shall comply with the requirements of 24 CFR 576.408(a) concerning minimizing the displacement of persons as a result of a project assisted with these funds.
- o. **Faith-Based Activities:** The Subrecipient agrees to comply with the limitations set forth in 24 CFR 576.500(r), specifically as it relates to the provision of assistance to primarily religious organizations.
- p. **Environmental Review:** The Subrecipient shall comply with the requirements of 24 CFR 576.407(d) concerning the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.
- q. **HUD Equal Access to Housing Final Rule Compliance:** The Subrecipient shall comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Notice published by HUD in the Federal Register on February 3, 2012. This rule became effective March 5, 2012. The rule creates a new regulatory provision that generally prohibits considering a person's marital status, sexual orientation, or gender identity (a person's internal sense of being male or female) in making homeless housing assistance available.
- r. **ADA:** The Subrecipient shall comply with the requirements of the Americans with Disabilities Act of 1990, as amended and changes made by the Americans with Disabilities Act Amendments Act of 2008 (P.L. 110-325)
- s. **Cost principles:** As described in 24 CFR 574. 605, the policies, guidelines, and requirements of 2 CFR 200 apply with respect to the acceptance and use of funds under the program by States and units of general local government, public agencies and private non-profit entities.

SECTION VI. ADMINISTRATIVE REQUIREMENTS

A. **Financial Management**

- 1. ***Accounting Standards:*** The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2. ***Cost Principles:*** The Subrecipient shall administer its program in conformance with applicable provisions of 2 CFR 200. These principles apply to all costs incurred whether charged on a direct or indirect basis.
- 3. ***Payment Procedures:*** Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200
 - a. The Subrecipient shall submit invoices for reimbursement in a format prescribed by the City-Parish.
 - b. The Subrecipient shall submit an original invoice, and the "Request for Payment/Invoice".
 - c. The "Request for Payment/Invoice" form is included in the Appendix.
 - d. Such requests for payment shall be made monthly and submitted by the 5th of each month. The City-Parish will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget as provided for in Section I of this Agreement and the City-Parish policy concerning payments.
 - e. If an invoice is not submitted by the 5th of the month a one-month late notification is submitted to the Subrecipient putting the Subrecipient on notice that the invoice is past due. If the invoice is not submitted by the 5th of the following month, the invoice is now sixty (60) days late and an official letter will be generated and sent to the Subrecipient putting the Subrecipient on notice that termination of the contract will take place if the City-Parish does not receive an invoice within the month.
 - f. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the

- City-Parish reserves the right to liquidate funds available under this contract for costs incurred by the City-Parish on behalf of the Subrecipient.
- g. Verifiable supporting documentation of expenditures in addition to acceptable proof of payment to shall be submitted prior to any payments issued by the City-Parish to the Subrecipient.
 - h. Supporting documents shall give the total of said monthly expenses and shall also include itemized expenditures.
 - i. The Subrecipient shall submit its final reimbursement request to the City-Parish no later than April 30, 2021.
4. *Indirect Costs:* If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City-Parish for approval, within 14 days of the execution of the Agreement. No indirect costs will be paid without the City-Parish approval of the Subrecipient's Indirect Cost Plan.

B. Asset Management and Procurement

- 1. *Management of Assets:* The Subrecipient will be responsible for ensuring all assets including but not limited to financial and physical property provided for under this Agreement are administered and maintained in accordance with all applicable ESG, federal and local requirements.
- 2. *Procurement:* The Subrecipient shall comply and procure all supplies and other expendable property, equipment, real property and other services secured with ESG funds in accordance with the requirements at 2 CFR 200. The Subrecipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Agreement. This includes disputes, claims, and protests of award, source evaluating or other matters of a contractual nature. Further, the Subrecipient shall comply with the City-Parish's current policy concerning the purchase of equipment.
- 3. *Accountability:* The Subrecipient shall be responsible for the proper maintenance, security, and documentation of all items procured with ESG funds through this Agreement. The Subrecipient will maintain inventory records of all non-expendable personal property as defined by the City-Parish's policy.
- 4. *Reversion of Assets:* Upon expiration or termination of the Agreement, any remaining ESG funds and disposition of real property and equipment provided for under this Agreement shall be transferred or disposed of in compliance with the requirements of 2 CFR 200, which include but are not limited to the following:
 - a. The Subrecipient transfer to the City-Parish any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. All unexpended program income shall be returned to the City-Parish at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City-Parish.
 - c. In accordance with 24 CFR 576.102, each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

- i. *Major rehabilitation.* If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.
- ii. *Conversion.* If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
- iii. *Renovation other than major rehabilitation or conversion.* In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- iv. In all cases in which equipment acquired, in whole or part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City-Parish for the ESG program or (b) be retained after compensating the City-Parish (an amount equal to the current fair market value of the equipment less the percentage of non-ESG funds used to acquire the equipment).

C. Reporting Requirements

- 1. *Progress Reports:* The Subrecipient shall submit progress reports on a monthly basis to the City-Parish representative. Progress reports will be submitted in a format prescribed by the City-Parish, which provides, at a minimum, accomplishment and beneficiary data and are sufficient to satisfy the City-Parish's reporting requirements to the U.S. Dept. of Housing & Urban Development.
- 2. *Requests for Reimbursement* – The Subrecipient will submit all requests for reimbursement and invoices on a monthly basis.
 - a. Such reports and requests are to be submitted by the 5th of each month on the form in Appendix C.
 - b. Subrecipient shall submit to the City-Parish all applicable paycheck stubs, time and attendance records, bank statements and/or cancelled checks as well as, documentation of employee wages included in requests for reimbursement and any other documentation requested by the City-Parish as may be needed to verify detail in the invoice or adhere to Federal or State laws and/or regulations.
 - c. No funds shall be disbursed to the Subrecipient unless and until satisfactory evidence has been presented to the City-Parish that all requirements of this grant have been met and that all costs have been incurred pursuant to this agreement and the approved project budget.
 - d. All requests for reimbursement are required to be submitted via hand delivery to the City-Parish, one per each month of the contract period. If invoices are not received per month, the Subrecipient is in violation of this requirement. The City-Parish will notify and issue a warning to the Subrecipient via written communication that an invoice was not received for the current month. If an invoice is not received by the City-Parish within a two (2) month consecutive time period; then the City-Parish shall notify the Subrecipient via written notification, certified return receipt, of the violation of this requirement and that the Subrecipient is in eminent danger of termination of this agreement. If the Subrecipient receives a notice from the City-Parish of potential violation of this requirement, they are required to contact the City-Parish to request a meeting to describe the circumstances surrounding the violation or immediately submit an invoice to the City-Parish for review within two (2) weeks of receiving the official notice of violation of the contract.
 - e. All requests for reimbursement which are received by the City-Parish by the 5th of the month will be reviewed and processed within a one-month time period. If there is missing documentation, the Subrecipient will be notified with regard to what information is needed with a deadline ranging between 1-3 days to send in corrections or requested documentation.

- The City-Parish reserves the right to return any request for reimbursement in its entirety that is submitted with insufficient documentation or more missing more than 75% of the required details. The Subrecipient may resubmit the request for reimbursement the following month.
- f. If all requirements are met at the time the request for payment is reviewed and approved, the City-Parish shall reimburse the Subrecipient for costs incurred during the contract period as set forth in this Agreement.
 - g. The final request for reimbursement of funds must be submitted to the City-Parish by April 30, 2021.
3. *Close-out Reports* – The Subrecipient will submit all reports as requested by the City-Parish in the format prescribed in order to close-out this grant within thirty (30) days of the end of the program year.

D. Documentation and Recordkeeping

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities funded under this Agreement.

1. *Records* – The Subrecipient shall maintain records and documentation based on the activities carried out which include but not be limited to:
 - a. Intake: The Subrecipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2.
 - b. Eligibility: For each individual or family who receives ESG homelessness prevention assistance, the Subrecipient must maintain records that include the evidence relied upon to establish and verify the individual or family's risk of homelessness status. This evidence must include an intake and certification form that meets HUD specifications.
 - c. Ineligibility: For each individual and family determined ineligible to receive ESG assistance, the Subrecipient must maintain records that include documentation of the reason for that determination.
 - d. Homeless Status: For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the Subrecipient must maintain documentation of annual income.
 - e. At-Risk of Homeless Verification: In addition to evidence of homeless status or "at risk of homelessness" status, the Subrecipient must maintain records for each program participant that document the services and assistance provided. The documents shall comply with the applicable requirements regarding the provision of services and assistance to that program participant under the program's components and eligible activities and comply with the termination of assistance.
 - f. Centralized Intake and Assessment: The Subrecipient must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.
 - g. Rental Assistance Agreements and Payments: The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
 - h. Utility Allowance: The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
 - i. Shelter and Housing Standards: The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.

- j. Services and Assistance Provided: The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance.
 - k. HMIS: The Subrecipient must keep records of the participation in HMIS or a comparable database by this project.
 - l. Matching: The Subrecipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution applies. The records must show how the value placed on third party, noncash contributions is derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
 - m. Conflicts of Interest: The Subrecipient must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
 - n. Homeless Participation: The Subrecipient must document its compliance with the homeless participation requirements under § 576.405.
 - o. Financial records: The Subrecipient must retain supporting documentation for all costs charged to the ESG grant as required by 4 CFR 576.500, and 2 CFR 200.
2. Retention of Records - All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- a. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - b. Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - c. Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceeds 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
3. Closeouts - The Subrecipient's obligation to the City Parish shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City-Parish), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ESG funds, including program income.
4. Audit & Inspections - All Subrecipient records, with respect to any matters covered by this Agreement, shall be made available to the City-Parish, U.S. Dept. of Housing and Urban Development, and the Comptroller General of the United States or any of their authorized representatives. These records are to be available at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of

future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City-Parish policy concerning Subrecipient audits and 2 CFR 200.501 et seq.

SECTION VII - RELOCATION, REAL PROPERTY ACQUISITION AND ON-FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) which includes; families, individuals, businesses, non-profit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. Any Plans shall also require the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a ESG-assisted project. The Subrecipient also agrees to comply with applicable City-Parish ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION VIII - PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407(a), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. Land Covenants - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602) In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City-Parish and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City-Parish shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the City-Parish's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City Parish shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. Access to Records: The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder, further permitting access to its books, records and accounts by the City-Parish, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Subrecipient will provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions: The Subrecipient will include the provisions of Section VII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). The Subrecipient shall also comply with all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City-Parish pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City-Parish, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City-Parish, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors or assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- b. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- c. The Subrecipient further agrees to ensure that opportunities for training, employment and contracts arising in connection with a housing rehabilitation project, including reduction and abatement of lead-based paint hazards, housing construction, or other public construction project be given to low- and very low-income persons residing within the metropolitan area in which the ESG-funded project is located. When feasible, priority will be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.
 - d. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
4. Notifications: The Subrecipient will provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation

of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City-Parish thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City-Parish under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City-Parish.
2. **Subcontracts**
 - a. **Approvals** - The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City-Parish prior to the execution of such agreement.
 - b. **Monitoring** - Subrecipients will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content** - The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process** - The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be provided to the City-Parish along with documentation concerning the selection process.
3. **Hatch Act:** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. **Conflict of Interest** - The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City-Parish, the Subrecipient, or any designated public agency.
5. **Lobbying:** The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

- Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
 - d. **Lobbying Certification** -This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. **Copyright:** If this contract results in any copyrightable material or inventions, the City-Parish and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
 7. **Religious Activities:** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.
 8. **Louisiana Code of Ethics Compliance:** In accordance with Louisiana law, all public servants are required to take one hour of training on the Code of Governmental Ethics. A public servant is defined as a public employee or an elected official, which would include persons who contract with the government as third parties/vendors/service providers. A one-hour ethics training is required by the Louisiana Board of Ethics each year for all public servants. The free, online training link is: <https://eap.ethics.la.gov/SeminarRegistration/>. All third parties/vendors/service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. All third parties/vendors/service providers are required to adhere to the ethical standards for public servants. Care must be exercised to avoid impropriety. The third party/vendor/service provider will be responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsman.pdf>. The Louisiana Board of Ethics website is: <http://ethics.la.gov/>.

SECTION IX. ENVIRONMENTAL CONDITIONS

- A. **Air and Water:** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements

specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. **Flood Disaster Protection:** -In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint:** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. **Historic Preservation:** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- E. **Solid Waste Disposal Act:** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Subrecipient shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Subrecipient shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Subrecipient determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

SECTION X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XII. WAIVER

The City-Parish's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City-Parish to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City-Parish and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City-Parish and the Subrecipient with respect to this Agreement.

THE BUTTERFLY SOCIETY

BY: _____
Twahna P. Harris
Executive Director

Date

WITNESSES:

The Butterfly Society (Signature)

The Butterfly Society (Signature)

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

Honorable Sharon Weston Broome
Mayor-President

Date

WITNESSES:

For Mayor-President (Signature)

For Mayor-President (Signature)

APPROVED:

Tasha Saunders
Build Baton Rouge

Date

Courtney M. Scott
Office of Mayor-President

Date

APPROVED as to form:

OFFICE OF PARISH ATTORNEY

**Office of the Metropolitan Council**

City of Baton Rouge
Parish of East Baton Rouge

222 St. Louis Street
Post Office Box 1471
Baton Rouge, Louisiana 70821

LAMONT COLE
Metro Councilman, District 7

Council Office: (225) 389-4691
Council Fax: (225) 389-3127
District Office: (225) 389-3182
Dist. Office Fax: (225) 389-7816
E-mail: lcole@brla.gov

Although it references past years, no funding has been disbursed and the program services time period can be changed. If the Grants Review Committee approves, the grant would go to the Council for a vote and approval.

I am requesting an advisory opinion regarding the following:

1. May the Butterfly Society accept the budgeted \$24,250 contribution for 2021 and subsequent years if I continue to serve as Executive Director?
2. May the Butterfly Society receive the CARES Act Grant funding, if I continue to serve as Executive Director?
3. If I surrender my position as Executive Director and accept a salaried position with the organization which is in accordance with the past Board exception 82-02d, can the Butterfly Society accept the budgeted donation from the City and/or the CARES Act grant?
4. If I surrender any paid position with the Butterfly Society and only volunteer my services, can the Butterfly Society accept the budgeted donation from the City and/or the CARES Act grant?

I request this matter be heard by the Ethics Commission and that the Board issue an advisory opinion at its February, 2021 board meeting as an emergency item. Funding from the City-Parish and the grant application are on hold pending this opinion. Alternatively, I am asking that these matters be heard at the March meeting to ensure I, along with Councilman Cole, are advised appropriately before having to take action on the matter. If you need further information regarding this request, please feel free to contact me. Dawn Guillot of the Parish Attorney's office is also available at 225-389-3114 or dguillot@brla.gov to provide assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Twahna P. Harris", is written over a horizontal line.

Twahna P. Harris
Council Aide, District 7



P.O. Box 225
Zachary, LA 70791

225.347.7725
thebutterflysociety@gmail.com
www.thebutterflysociety.org

Date: January 19, 2021

To Whom It May Concern:

I am Twahna P. Harris, Founder & Executive Director of The Butterfly Society. The Butterfly Society is a Nonprofit organization. The Butterfly Society sole mission and vision is dedicated to ending domestic violence through providing direct services to victims and survivors, promoting community engagement, spreading education and awareness, and partnering with other agencies.

The Butterfly Society was established through my personal journey as a victim and survivor of domestic abuse in 2014. I was a second semester freshman experiencing domestic abuse at the hands of my abuser. I endured emotional, mental, physical, and sexual abuse. I was in a very dark place in my life. My abuser threaten to kill me many times. I often said to myself I had no reason to live hopeless, powerless, embarrasses, ashamed, humiliated, and fearful of telling anyone. Suicide appeared to be my only way out but there was a very soft voice that would speak saying I had a reason to live. It was by God's grace along with friends, coworkers, and family who saw the best in me. I survived. The journey was long and challenging but I was determined to live the life I was promised. This work means everything to me because I was given another opportunity to live. It's only right to do the same for someone else.

The Butterfly Society receives dollars from the City of Baton Rouge in the amount of \$ 25,000. The dollars are used for client services only. Dollars are placed in a separate account. The Butterfly Society provides temporary lodging (hotel stay), rental assistance, utility assistance, funeral expense, medical expense, and transportation. The Butterfly Society has an intake process in place when contacted by a victim or survivor to receive services. Many times victims and survivors leave with absolutely nothing, fearful and fleeing for their lives. We are the hope they desperately need. I've been there before. The future looks impossible to reach. The Butterfly Society helps them to find their way back to living a purposeful life.

These dollars has helped to make a tremendous difference in the lives of victims and survivors. Without these dollars, it would be a challenge for The Butterfly Society. The Butterfly Society is very appreciative of these dollars. In 2020, there were 19 domestic violence homicides. We have a crisis on our hands. It will take each of us working together to end domestic violence in our city. Thank you so much for your time and consideration. Together We Will End Domestic Violence.

Truly,

Twahna P Harris
The Butterfly Society
Founder & Executive Director

**The Butterfly Society
and
City of Baton Rouge-Parish of East Baton Rouge**

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

**Survivor Support Program
Emergency Shelter Program Agreement**

This Agreement is made effective this 1st day of April 2020 by and between the City of Baton Rouge-Parish of East Baton Rouge (herein called the "City-Parish") and The Butterfly Society (hereinafter called the "Subrecipient") and identified as Grant Number E-20-MW-22-0002.

WHEREAS, the City-Parish is the recipient of Emergency Solutions Grant (ESG) funds from the United States Government under subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (Hearth Act); and

WHEREAS, the City-Parish was authorized an allocation of Emergency Solutions Grants funds by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 to respond to the growing effects of the historic public health crisis of COVID-19 (CV); and

WHEREAS, the City-Parish wishes to engage the Subrecipient to assist the City-Parish in the utilizing such funds, the City-Parish allocates to the Subrecipient an amount of \$164,670.00 of ESG-CV funds for the program years 2019 and 2020 to be used for undertaking the activities identified in Section I of this agreement; and

WHEREAS, the Subrecipient certifies that the service will be operated in such a way as to maximize the opportunities for clients to participate in program delivery through employment, volunteer services, construction, renovation, maintenance or operation of the facility or program; and

WHEREAS, If homeless benefit activities are proposed, the Subrecipient certifies that the organization has formally involved, and will continue to involve, at least one current or formerly homeless person in its policy-making process as it relates to the operation of this service; and

WHEREAS, the Subrecipient certifies it is an organization that is actively participating in local area provider networks, homeless housing and service coalitions, and Continuum of Care planning processes;

NOW, THEREFORE, it is agreed between the parties hereto that:

SECTION I. STATEMENT OF WORK

- A. Program Delivery: It is further agreed, pursuant to federal regulation Part 576 Emergency Solutions Grants Programs, Subpart B, the Subrecipient will deliver the eligible activities for Survivor Support Program for ESG-CV City-Parish Operating Years 2019-2020 and 2020-2021. These activities shall be carried out to the satisfaction of the City-Parish and consistent with any standards required in response to, in preparation of, or in prevention of COVID-19 as a condition of providing these funds.

B. Performance:

1. *Performance Period:* Services/Activities performed under this Agreement will commence on the 1st day of April 2020 and shall be completed no later than the 31st day of March 2021.
 2. *Performance Modifications:* The City-Parish may grant time of performance modifications to this agreement, when such modifications;
 - i. In aggregate do not exceed the performance period as provided for in Section C.
 - ii. Continue to meet program requirements
 - iii. Will not change the overall project goals or scope of services
 - iv. Are in the best interest of the City-Parish and Subrecipient in performing the scope of services under this Agreement
 - v. Do not alter the amount of compensation under this agreement, and
 - vi. Are agreed to through amendment as defined in Section IV H of this agreement.
 3. *Performance Monitoring:* The City-Parish will monitor the performance of the Subrecipient against goals and performance standards as stated above. Monitoring will be performed through on-site reviews, performance assessment of Subrecipient's reports or other methods determined by the City-Parish. Substandard performance as determined by the City-Parish will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 14 days after being notified by the City-Parish, the agreement will be suspended or terminated. Goals and target dates will be set on a quarterly basis. Appendix B
 4. *Funding based on Performance:* The Subrecipient agrees to expend funds for eligible and approved activities at a rate that will fully expend funds provided under this Agreement by the performance ending date of (March 31, 2021). If the City-Parish determines by review of the Subrecipient's progress, which may consist of performance reports, monitoring, documentation or other forms of evaluation as January 31, 2021 that the Subrecipient is expending at a slower than acceptable rate (less 50% of the total grant amount), the City-Parish will notify the Subrecipient that it is in danger of de-obligation of part or all of the remaining balance of the agreement amount. The City-Parish reserves the right to de-obligate funding under this agreement prior to its expiration if the City-Parish determines through review of submittals on hand as of February 28, 2021 that the Subrecipient has not yet expended at least (less than 80% of the total grant amount) of the total Agreement amount.
- C. **Staffing:** The Subrecipient shall assign the following staff as Key Personnel in the attached Appendix B to this project. The Subrecipient will notify the City-Parish in writing of any changes to such personnel within 15 days of such a change.
- D. **Budget:** The Subrecipient shall not exceed the maximum dollar value of this Agreement. In addition, the Subrecipient further agrees that services/ activities will be provided within the dollar amount allocated for each line item in the attached Appendix A Budget. Any adjustments to individual line items must be requested in writing by the Subrecipient and are subject to the approval of the City-Parish. Any changes in the budget will be handled by an amendment as referenced below.

INITIAL BUDGET -

1. *Indirect Costs* - Any indirect costs charged must be consistent with the conditions of Section VI, (A)(iv) of this Agreement. The Subrecipient may not expend no more than 10% of the grant, prior to the finalization of a budget.
2. *Matching Funds* - Under Public Law 116-94, all ESG matching requirements are eliminated when funds are being used to prevent, prepare for, and respond to the coronavirus pandemic for individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
3. *Budget Modifications* - The Subrecipient may submit a request for budget modification via a thirty-day written notice to the City-Parish. Such requests must in writing, which include the amount of funds to be transferred, a justification for the transfer of funds and the impact on the line items that will be affected. Budget modifications will be allowed once per contract year and must be submitted 90 days prior to the expiration of the performance period. Requests for modifications will be approved by the City through amendment, subject to the following considerations:
 - a) Do not exceed 10% per budget line item.
 - b) Do not alter the total amount of compensation subject to or under this agreement
 - c) Will not change the project goals or scope of services
 - d) Continue to meet overall program requirements
 - e) Are in the best interests of the City-Parish and Subrecipient in carrying out the scope of work of this Agreement; and
 - f) Related to salaries, are applicable to salary ordinances or laws

SECTION II. NOTICES

- A. **Notices:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City-Parish

City of Baton Rouge-
 Parish of East Baton Rouge
 Office of Community Development
 c/o Build Baton Rouge, The
 Redevelopment Authority of
 East Baton Rouge Parish
 620 Florida Street
 Suite 110
 Baton Rouge, LA 70801
 225-387-5606
tsaunders@buildbatonrouge.org

Subrecipient

Twahna P. Harris
 Executive Director
 The Butterfly Society
 P.O. Box 225
 Zachary, LA 70791
 225-347-7725
thebutterflysocietyva@gmail.com

SECTION III. SPECIAL CONDITIONS

"No Special Conditions"

SECTION IV. GENERAL CONDITIONS

- A. **General Compliance:** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576, U.S. Housing and Urban Development regulations concerning Emergency Solutions Grant Program (ESG), except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. **Debarment and Suspension:** Funding for this project is federally assisted through the U.S. Department of Housing and Urban Development. Pursuant to 24 CFR 570.609, federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any subrecipient during any period of debarment, suspension, or placement in ineligibility status by the Federal government. Therefore, agreements and/or contracts, or any part thereof, shall not be assigned or subcontracted except to subcontractors who are licensed, bonded and insured in the State of Louisiana, as required by law, and have not been disqualified from participation other HUD-assisted projects. The Subrecipient will ascertain whether an intended subcontractor is eligible before entering into a subcontract. The Subrecipient additionally affirms that their agency nor any principal member of their agency is currently debarred or suspended from participation in federally funded programs as confirmed by the System for Awards Management (sam.gov). The Subrecipient agrees to notify the City-Parish if the agency or any principal members are placed on the suspended or debarred list within twenty-four (24) hours of placement on said list.
- C. **Funds Availability:** It is expressly understood and agreed upon by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the U.S. Dept. of Housing and Urban Development; that all monies to be distributed to the Subrecipient hereunder shall be exclusively from ESG funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Subrecipient under or in connection with this contract. No funds shall be disbursed to the Subrecipient for project expenditures prior to the effective dates of the grant between HUD and the City Parish.
- D. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City-Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- E. **Hold Harmless:** The Subrecipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

- F. Workers' Compensation:** The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- G. Insurance & Bonding:** The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City-Parish. The Subrecipient shall comply with the bonding and insurance requirements of ESG for nonprofits, educational institutions and governmental entities as required by 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement
- The Subrecipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Subrecipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:
1. **Workers' Compensation and Employers' Liability** insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers' Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers' Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge. In such case a Waiver of Workers' Compensation must be signed and attached to this contract.
 2. **Commercial General Liability** coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit. Coverage's are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
 3. **Automobile Liability** coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverage's are to include all Owned, Hired and Non-Owned Automobiles.
 4. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.
- H. City-Parish Recognition:** The Subrecipient shall insure recognition of the role of the City-Parish and HUD in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- I. Amendments:** The City-Parish or Subrecipient may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City-Parish's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City-Parish or Subrecipient from its obligations under this Agreement. As previously stated, budget amendments/modifications will be allowed once per contract year and must be submitted 90 days prior to contract year end date.

At its discretion, the City-Parish may amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City-Parish and Subrecipient.

- J. Suspension or Termination:** In accordance with 2 CFR 200, the City-Parish may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to the City-Parish reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City-Parish or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Notification must be provided in writing at least 30 days prior to the effective date of termination. However, if in the case of a partial termination, the City-Parish determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City-Parish may terminate the award in its entirety.

- K. Breach of Contract:** Any violation or breach of terms of this contract on the part of the Subrecipient or the Subrecipient's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION V. PROGRAM REQUIREMENTS

The Subrecipient agrees that it will deliver services or carry out activities as identified in the Statement of Work of this Agreement in accordance with ESG program requirements and other applicable Federal, state and local requirements.

Further, in addition to other provisions set forth in this Agreement and in the delivery of such services or activities identified in Section I, Scope of Work, the Subrecipient certifies that:

- a. **Eligible Activities:** The Subrecipient shall use ESG funds solely for activities defined as "Eligible activities" under 24 CFR 576, Sub-Part B and as approved in this agreement.
- b. **Continued Use:** The Subrecipient shall comply with the continued use requirements set forth in 24 CFR 576.102(c) 73 ("Minimum Period of Use as an Emergency Shelter").
- c. **Building Standards:** The Subrecipient shall comply with the building standards requirement contained at 24 CFR 576.40375.
- d. **Homeless Participation:** Under Public Law 116-94, the ESG-CV flexibilities prohibit using any funds to require people experiencing homelessness to receive treatment or perform any other



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- prerequisite condition for receiving shelter, housing or other services traditionally required under 24 CFR 576.405.
- e. **Evaluations:** The Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e). Under Public Law 116-94, the ESG-CV flexibilities allow the increase of income limit from 30% to 50% AMI for Homelessness Prevention component.
 - f. **Connecting Program Participants to Mainstream and Other Resources:** As described in 24 CFR, 576.401(d), the Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and any other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability.
 - g. **Termination of Assistance:** In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law, as described in 24 CFR 576.402. This process at minimum, must consist of:
 - 1) Serving the participant with a written notice containing a clear statement of the reasons for termination;
 - 2) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - 3) Providing prompt written notification of the final decision to the participant.
 - h. **Confidentiality:** As described in 24 CFR 576.500(x), the Subrecipient must develop and implement written procedures to ensure: (i) All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential as defined in HUD's standards for participation, data collection, and reporting in a local HMIS. (ii) The address or location of any housing of a program participant will not be made public. Except as provided under a preexisting privacy policy between the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - i. **Victim of Violence Confidentiality:** The Subrecipient shall comply with the requirements of 24 CFR 576.500(x). Grantees will develop and implement procedures to ensure that the records pertaining to any individual provided family violence prevention or treatment services under any project assisted by the Emergency Solutions Grant Program are stored confidentially. Further, the address or location of any family violence shelter assisted with ESG funds shall not be made public, except with written authorization of the person or persons responsible for the operation of the shelter.
 - j. **Shelter and Housing Standards:** The Subrecipient shall comply with the shelter and housing standards contained at 24 CFR 576.403.
 - k. **Lead Based Paint:** As described in 24 CFR 576.403, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
 - l. **Other Federal Requirements:** The Subrecipient shall comply with the requirements of 24 CFR 576.407, including non-discrimination and equal opportunity, affirmative outreach, uniform administrative requirements, and the Davis-Bacon Act.

- m. **Relocation and Acquisition:** The Subrecipient shall comply with the requirements of 24 CFR 576.408 (Relocation and Acquisition).
- n. **Displacement:** The Subrecipient shall comply with the requirements of 24 CFR 576.408(a) concerning minimizing the displacement of persons as a result of a project assisted with these funds.
- o. **Faith-Based Activities:** The Subrecipient agrees to comply with the limitations set forth in 24 CFR 576.500(r), specifically as it relates to the provision of assistance to primarily religious organizations.
- p. **Environmental Review:** The Subrecipient shall comply with the requirements of 24 CFR 576.407(d) concerning the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.
- q. **HUD Equal Access to Housing Final Rule Compliance:** The Subrecipient shall comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Notice published by HUD in the Federal Register on February 3, 2012. This rule became effective March 5, 2012. The rule creates a new regulatory provision that generally prohibits considering a person's marital status, sexual orientation, or gender identity (a person's internal sense of being male or female) in making homeless housing assistance available.
- r. **ADA:** The Subrecipient shall comply with the requirements of the Americans with Disabilities Act of 1990, as amended and changes made by the Americans with Disabilities Act Amendments Act of 2008 (P.L. 110-325)
- s. **Cost principles:** As described in 24 CFR 574. 605, the policies, guidelines, and requirements of 2 CFR 200 apply with respect to the acceptance and use of funds under the program by States and units of general local government, public agencies and private non-profit entities.

SECTION VI. ADMINISTRATIVE REQUIREMENTS

A. **Financial Management**

- 1. **Accounting Standards:** The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2. **Cost Principles:** The Subrecipient shall administer its program in conformance with applicable provisions of 2 CFR 200. These principles apply to all costs incurred whether charged on a direct or indirect basis.
- 3. **Payment Procedures:** Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200
 - a. The Subrecipient shall submit invoices for reimbursement in a format prescribed by the City-Parish.
 - b. The Subrecipient shall submit an original invoice, and the "Request for Payment/Invoice".
 - c. The "Request for Payment/Invoice" form is included in the Appendix.
 - d. Such requests for payment shall be made monthly and submitted by the 5th of each month. The City-Parish will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget as provided for in Section I of this Agreement and the City-Parish policy concerning payments.
 - e. If an invoice is not submitted by the 5th of the month a one-month late notification is submitted to the Subrecipient putting the Subrecipient on notice that the invoice is past due. If the invoice is not submitted by the 5th of the following month, the invoice is now sixty (60) days late and an official letter will be generated and sent to the Subrecipient putting the Subrecipient on notice that termination of the contract will take place if the City-Parish does not receive an invoice within the month.
 - f. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the

City-Parish reserves the right to liquidate funds available under this contract for costs incurred by the City-Parish on behalf of the Subrecipient.

- g. Verifiable supporting documentation of expenditures in addition to acceptable proof of payment to shall be submitted prior to any payments issued by the City-Parish to the Subrecipient.
 - h. Supporting documents shall give the total of said monthly expenses and shall also include itemized expenditures.
 - i. The Subrecipient shall submit its final reimbursement request to the City-Parish no later than **April 30, 2021**.
4. ***Indirect Costs:*** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City-Parish for approval, within 14 days of the execution of the Agreement. No indirect costs will be paid without the City-Parish approval of the Subrecipient's Indirect Cost Plan.

B. Asset Management and Procurement

- 1. ***Management of Assets:*** The Subrecipient will be responsible for ensuring all assets including but not limited to financial and physical property provided for under this Agreement are administered and maintained in accordance with all applicable ESG, federal and local requirements.
- 2. ***Procurement:*** The Subrecipient shall comply and procure all supplies and other expendable property, equipment, real property and other services secured with ESG funds in accordance with the requirements at 2 CFR 200. The Subrecipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Agreement. This includes disputes, claims, and protests of award, source evaluating or other matters of a contractual nature. Further, the Subrecipient shall comply with the City-Parish's current policy concerning the purchase of equipment.
- 3. ***Accountability:*** The Subrecipient shall be responsible for the proper maintenance, security, and documentation of all items procured with ESG funds through this Agreement. The Subrecipient will maintain inventory records of all non-expendable personal property as defined by the City-Parish's policy.
- 4. ***Reversion of Assets:*** Upon expiration or termination of the Agreement, any remaining ESG funds and disposition of real property and equipment provided for under this Agreement shall be transferred or disposed of in compliance with the requirements of 2 CFR 200, which include but are not limited to the following:
 - a. The Subrecipient transfer to the City-Parish any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. All unexpended program income shall be returned to the City-Parish at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City-Parish.
 - c. In accordance with 24 CFR 576.102, each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

- i. *Major rehabilitation.* If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.
- ii. *Conversion.* If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
- iii. *Renovation other than major rehabilitation or conversion.* In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- iv. In all cases in which equipment acquired, in whole or part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City-Parish for the ESG program or (b) be retained after compensating the City-Parish (an amount equal to the current fair market value of the equipment less the percentage of non-ESG funds used to acquire the equipment).

C. Reporting Requirements

1. *Progress Reports:* The Subrecipient shall submit progress reports on a monthly basis to the City-Parish representative. Progress reports will be submitted in a format prescribed by the City-Parish, which provides, at a minimum, accomplishment and beneficiary data and are sufficient to satisfy the City-Parish's reporting requirements to the U.S. Dept. of Housing & Urban Development.
2. *Requests for Reimbursement* – The Subrecipient will submit all requests for reimbursement and invoices on a monthly basis.
 - a. Such reports and requests are to be submitted by the 5th of each month on the form in Appendix C.
 - b. Subrecipient shall submit to the City-Parish all applicable paycheck stubs, time and attendance records, bank statements and/or cancelled checks as well as, documentation of employee wages included in requests for reimbursement and any other documentation requested by the City-Parish as may be needed to verify detail in the invoice or adhere to Federal or State laws and/or regulations.
 - c. No funds shall be disbursed to the Subrecipient unless and until satisfactory evidence has been presented to the City-Parish that all requirements of this grant have been met and that all costs have been incurred pursuant to this agreement and the approved project budget.
 - d. All requests for reimbursement are required to be submitted via hand delivery to the City-Parish, one per each month of the contract period. If invoices are not received per month, the Subrecipient is in violation of this requirement. The City-Parish will notify and issue a warning to the Subrecipient via written communication that an invoice was not received for the current month. If an invoice is not received by the City-Parish within a two (2) month consecutive time period; then the City-Parish shall notify the Subrecipient via written notification, certified return receipt, of the violation of this requirement and that the Subrecipient is in eminent danger of termination of this agreement. If the Subrecipient receives a notice from the City-Parish of potential violation of this requirement, they are required to contact the City-Parish to request a meeting to describe the circumstances surrounding the violation or immediately submit an invoice to the City-Parish for review within two (2) weeks of receiving the official notice of violation of the contract.
 - e. All requests for reimbursement which are received by the City-Parish by the 5th of the month will be reviewed and processed within a one-month time period. If there is missing documentation, the Subrecipient will be notified with regard to what information is needed with a deadline ranging between 1-3 days to send in corrections or requested documentation.

The City-Parish reserves the right to return any request for reimbursement in its entirety that is submitted with insufficient documentation or more missing more than 75% of the required details. The Subrecipient may resubmit the request for reimbursement the following month.

- f. If all requirements are met at the time the request for payment is reviewed and approved, the City-Parish shall reimburse the Subrecipient for costs incurred during the contract period as set forth in this Agreement.
 - g. The final request for reimbursement of funds must be submitted to the City-Parish by April 30, 2021.
3. *Close-out Reports* – The Subrecipient will submit all reports as requested by the City-Parish in the format prescribed in order to close-out this grant within thirty (30) days of the end of the program year.

D. Documentation and Recordkeeping

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities funded under this Agreement.

1. *Records* – The Subrecipient shall maintain records and documentation based on the activities carried out which include but not be limited to:
 - a. Intake: The Subrecipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2.
 - b. Eligibility: For each individual or family who receives ESG homelessness prevention assistance, the Subrecipient must maintain records that include the evidence relied upon to establish and verify the individual or family's risk of homelessness status. This evidence must include an intake and certification form that meets HUD specifications.
 - c. Ineligibility: For each individual and family determined ineligible to receive ESG assistance, the Subrecipient must maintain records that include documentation of the reason for that determination.
 - d. Homeless Status: For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the Subrecipient must maintain documentation of annual income.
 - e. At-Risk of Homeless Verification: In addition to evidence of homeless status or "at risk of homelessness" status, the Subrecipient must maintain records for each program participant that document the services and assistance provided. The documents shall comply with the applicable requirements regarding the provision of services and assistance to that program participant under the program's components and eligible activities and comply with the termination of assistance.
 - f. Centralized Intake and Assessment: The Subrecipient must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.
 - g. Rental Assistance Agreements and Payments: The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
 - h. Utility Allowance: The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
 - i. Shelter and Housing Standards: The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.

- j. Services and Assistance Provided: The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance.
 - k. HMIS: The Subrecipient must keep records of the participation in HMIS or a comparable database by this project.
 - l. Matching: The Subrecipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution applies. The records must show how the value placed on third party, noncash contributions is derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
 - m. Conflicts of Interest: The Subrecipient must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
 - n. Homeless Participation: The Subrecipient must document its compliance with the homeless participation requirements under § 576.405.
 - o. Financial records: The Subrecipient must retain supporting documentation for all costs charged to the ESG grant as required by 4 CFR 576.500, and 2 CFR 200.
2. Retention of Records - All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- a. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - b. Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - c. Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceeds 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
3. Closeouts - The Subrecipient's obligation to the City Parish shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City-Parish), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ESG funds, including program income.
4. Audit & Inspections - All Subrecipient records, with respect to any matters covered by this Agreement, shall be made available to the City-Parish, U.S. Dept. of Housing and Urban Development, and the Comptroller General of the United States or any of their authorized representatives. These records are to be available at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of

future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City-Parish policy concerning Subrecipient audits and 2 CFR 200.501 et seq.

SECTION VII – RELOCATION, REAL PROPERTY ACQUISITION AND ON-FOR ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) which includes; families, individuals, businesses, non-profit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. Any Plans shall also require the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a ESG-assisted project. The Subrecipient also agrees to comply with applicable City-Parish ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION VIII - PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. **Compliance:** The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. **Nondiscrimination:** The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407(a), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. **Land Covenants** - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602) In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City-Parish and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. **Section 504:** The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City-Parish shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. **Approved Plan:** The Subrecipient agrees that it shall be committed to carry out pursuant to the City-Parish's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City Parish shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **Women- and Minority-Owned Businesses (W/MBE):** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder, further permitting access to its books, records and accounts by the City-Parish, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Subrecipient will provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions:** The Subrecipient will include the provisions of Section VII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity:** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. **Labor Standards:** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). The Subrecipient shall also comply with all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City-Parish pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause

- a. **Compliance:** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City-Parish, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City-Parish, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors or assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- b. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- c. The Subrecipient further agrees to ensure that opportunities for training, employment and contracts arising in connection with a housing rehabilitation project, including reduction and abatement of lead-based paint hazards, housing construction, or other public construction project be given to low- and very low-income persons residing within the metropolitan area in which the ESG-funded project is located. When feasible, priority will be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.
 - d. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
4. **Notifications:** The Subrecipient will provide each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Subcontracts:** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation

of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. **Assignability**: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City-Parish thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City-Parish under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City-Parish.
2. **Subcontracts**
 - a. **Approvals** - The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City-Parish prior to the execution of such agreement.
 - b. **Monitoring** - Subrecipients will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content** - The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process** - The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be provided to the City-Parish along with documentation concerning the selection process.
3. **Hatch Act**: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. **Conflict of Interest** - The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City-Parish, the Subrecipient, or any designated public agency.
5. **Lobbying**: The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

- Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - d. **Lobbying Certification** -This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. **Copyright:** If this contract results in any copyrightable material or inventions, the City-Parish and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
 7. **Religious Activities:** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.
 8. **Louisiana Code of Ethics Compliance:** In accordance with Louisiana law, all public servants are required to take one hour of training on the Code of Governmental Ethics. A public servant is defined as a public employee or an elected official, which would include persons who contract with the government as third parties/vendors/service providers. A one-hour ethics training is required by the Louisiana Board of Ethics each year for all public servants. The free, online training link is: <https://cap.ethics.la.gov/SeminarRegistration/>. All third parties/vendors/service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. All third parties/vendors/service providers are required to adhere to the ethical standards for public servants. Care must be exercised to avoid impropriety. The third party/vendor/service provider will be responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is: <http://ethics.la.gov/>.

SECTION IX. ENVIRONMENTAL CONDITIONS

- A. **Air and Water:** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements

specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. **Flood Disaster Protection:** -In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint:** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. **Historic Preservation:** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- E. **Solid Waste Disposal Act:** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Subrecipient shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Subrecipient shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Subrecipient determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

SECTION X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XII. WAIVER

The City-Parish's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City-Parish to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City-Parish and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City-Parish and the Subrecipient with respect to this Agreement.

THE BUTTERFLY SOCIETY**BY:** _____

Twahna P. Harris
Executive Director

Date**WITNESSES:**_____
The Butterfly Society (Signature)_____
The Butterfly Society (Signature)**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**_____
Honorable Sharon Weston Broome
Mayor-President_____
Date**WITNESSES:**_____
For Mayor-President (Signature)_____
For Mayor-President (Signature)**APPROVED:**_____
Tasha Saunders
Build Baton Rouge_____
Date_____
Courtney M. Scott
Office of Mayor-President_____
Date**APPROVED as to form:**_____
OFFICE OF PARISH ATTORNEY



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Office of the Metropolitan Council

City of Baton Rouge
Parish of East Baton Rouge

222 St. Louis Street
Post Office Box 1471
Baton Rouge, Louisiana 70821

LAMONT COLE
Metro Councilman, District 7

Council Office: (225) 389-4691
Council Fax: (225) 389-3127
District Office: (225) 389-3182
Dist. Office Fax: (225) 389-7816
E-mail: lcole@brla.gov

January 21, 2021

Louisiana Ethics Administration Program
PO Box 4368
Baton Rouge, LA 70821

re: Agency Head Report

Dear Chairman McAnelly:

I serve as the Metropolitan Councilman for District 7 as well as the President Pro-Tempore (effective January of 2021) for the City of Baton Rouge, Parish of East Baton Rouge Metropolitan Council. I appointed Twahna Harris as my unclassified legislative aide to serve District 7, and I serve as her appointing authority/department head. Each Councilman has their own legislative aide(s) appointed by them to serve their district. Since I have been recently appointed President Pro-Tempore, Ms. Harris will also be assisting with my duties as President Pro-Tempore.

Ms. Harris is the founder and the Executive Director of the Butterfly Society, a non-profit organization who aides domestic violence victims by providing temporary lodging, rental assistance, utility assistance, funeral expenses, medical expenses and transportation. Ms. Harris' organization received a \$25,000 grant/donation in 2019 and a \$24,250 grant in 2020 from the City-Parish while Ms. Harris served as my aide. The Metropolitan Council approves the budget which includes that grant/donation. I have recently been informed that since Ms. Harris works for me that the Butterfly Society donation may be an ethics violation. It has also come to my attention that since my duties have expanded, Ms. Harris' "agency" may have likewise expanded from Council District 7 to the Metropolitan Council and that this may have some impact on whether or not the funding of the Butterfly Society is prohibited by the Ethics Code. Ms. Harris has simultaneously submitted an advisory opinion request regarding these future issues and pending grant opportunities.

In the past I believed, although perhaps erroneously, that her "agency" was Council District 7 only and therefore did not consider any donation to the Butterfly Society in prior years a prohibited transaction. The entire Metro Council must approve the budget and the Cooperative Endeavor Agreement for the funding is executed by the Mayor. However, since it is my duty to report and I have only recently understood that it may be a violation, I am sending this agency head report in the abundance of caution.



Office of the Metropolitan Council

City of Baton Rouge
Parish of East Baton Rouge

222 St. Louis Street
Post Office Box 1471
Baton Rouge, Louisiana 70821

LAMONT COLE

Metro Councilman, District 7

Council Office: (225) 389-4691
Council Fax: (225) 389-3127
District Office: (225) 389-3182
Dist. Office Fax: (225) 389-7816
E-mail: lcole@brla.gov

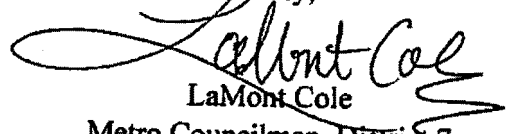
I also think it is important to note that the grant/donation funds were kept in a separate services account and used only for direct client expenses. No portion of the funding was used for payment

of Ms. Harris' stipend of \$600 a month for Executive Director services. The stipend comes from the operating account each month which is separated from the services account.

I also recently learned that the Butterfly Society was a services provider receiving the sum of \$4,000 from the Police Department in 2019-2020 through The International Association of Chiefs of Police: Collective Healing in the Wake of Harm Grant. (The Grant Funded Professional Services Agreement is attached.) This agreement did not go to the Metro Council for approval. However, in the abundance of caution I am also reporting this transaction.

I have attached info including examples of the budget allocation and the Cooperative Endeavor Agreement as well as the Police Grant. If you need further information regarding this request, please feel free to contact me. Dawn Guillot of the Parish Attorney's office is also available at 225-389-3114 or dguillot@brla.gov to provide assistance.

Sincerely,


LaMont Cole
Metro Councilman, District 7
President Pro-Tempore



2021 Annual Operating Budget

Professional and Operating Services Contracts Continued

The current purchasing ordinance requires approval of the Metropolitan Council, the Office of the Parish Attorney, and the Mayor-President on all professional services contracts (PSC) and operating services contracts (OSC) exceeding \$50,000. The Metropolitan Council, through the adoption of the 2021 *Annual Operating Budget* (AOB), authorizes the Mayor-President to enter into the professional and operating services contracts with the named individuals listed below (contract amounts have been rounded to the nearest \$10). Listing of the contracts in this section does not preclude the requirement to satisfy all procurement and other review requirements. Cooperative endeavor and operating agreements with non-profit or governmental agencies are contingent upon annual appropriations.

- Contracts listed for information purposes only include contracts for which the amount does not require Council approval
- (BID) Contracts that are awarded based on the lowest bids received by the Purchasing Department;
 - (RFP) Contracts awarded based on a formal Request For Proposal process through the Purchasing Department;
 - (RFQ) Contracts awarded based on a formal Request For Qualification process through the Purchasing Department;
 - (SSP) Maintenance on systems that can be performed only by the system vendor as a Sole Source Provider.

Department/Division	Maximum Contract Amount
Butterfly Society. To educate, advocate for legislation, provide direct services, and collaborate with other agencies to end domestic violence.	\$24,250 per year
East Baton Rouge Truancy Assessment, Inc. (EBRTA). The Family and Youth Service Center (FYSC) will provide services to truant children and reduce juvenile delinquency.	\$100,000 per year
Health Unit. Health, nutrition, and record-keeping services for citizens of EBR Parish.	\$446,110 budgeted
Service Corps of Retired Executives Association (SCORE). Counseling to small business owners and entrepreneurs to encourage and stimulate the formation of new businesses.	\$18,430 per year
Ins Domestic Violence Center. Comprehensive services to victims of domestic violence.	\$245,760 per year
O'Brien House. Combats substance abuse in the community.	\$16,590 per year
EBR Criminal Justice Council. Administration of the Pre-Trial Release Program in coordination with law enforcement agencies to provide alternatives to incarceration for individuals struggling with mental health or substance abuse issues.	Not to exceed \$230,000
Louisiana Art & Science Museum. Enhance appreciation for art and science through various mediums and educational opportunities.	\$817,840 per year
Arts Council of G.B.R. Encouragement and support for cultural and creative activities in the area.	\$338,790 per year
Baton Rouge Symphony. Educational and musical opportunities for all citizens of the area.	\$92,150 per year
Baton Rouge Earth Day, Inc. Promotion of environmental awareness and response.	\$21,190 per year
USS KIDD. World War II destroyer moored at Baton Rouge for the education of citizens and as a tourist attraction.	\$222,690 per year
EBRP Redevelopment Authority d/b/a Build Baton Rouge. To transform the quality of life for all citizens who live, work, and play in East Baton Rouge Parish by returning blighted properties to productive use, fostering redevelopment through facilitating partnerships, and creating a vibrant, globally competitive community while preserving character.	\$825,000 budgeted
EBR Parish Cooperative Extension Services. Educational programs on agriculture, home economics, and 4-H club work.	\$57,140 budgeted
Veterans' Service Office. Counseling and assistance to veterans and their families.	\$48,900 budgeted
Big Buddy Program. Interlink: Center for Community and Social Justice. Community-centered resources for children.	\$248,850 per year

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into effective as of the 1th day of January, 2019, (the "Effective Date") by and between:

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE (the "City-Parish"), represented herein by Sharon Weston Broome, its Mayor-President, and Butterfly Society Inc., a non-profit foundation, represented by, Charles F. Dalson / President.

WITNESSETH:

WHEREAS, the mission of the Butterfly Society Inc. is to provide empower communities to stand up and speak out against domestic violence

WHEREAS, the public purpose for Butterfly Society Inc. which is in need of funding to provide temporary lodging, rental assistance, household expense, transportation, child-related expense, clothing, and food etc.

WHEREAS, the City-Parish desires to provide funds to assist Butterfly Society Inc. in this endeavor;

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the parties hereby agree as follows:

1. AMOUNT AND TERM

The amount granted to Butterfly Society Inc. by the City-Parish hereunder shall be \$25,000. The grant amount shall be payable in quarterly installments of \$6,250 for each quarter of 2019. Butterfly Society Inc. shall submit a request to the Finance Department, Budgeting Division, at the beginning of each quarter for the amount due at that time; after receipt of such request the Finance Department, Budgeting Division, shall request that a check be issued and mailed to Butterfly Society Inc. at an address to be provided on the request.

Thereafter, the grant shall continue from year to year in the amount appropriated each year by the Metropolitan Council of the City of Baton Rouge and the Parish of East Baton Rouge. If at any time no amount is appropriated for Butterfly Society Inc. within a 12-month period, this Agreement shall be deemed terminated.

In the event of any failure of Butterfly Society Inc. to fully or properly perform any of the obligations agreed to by Butterfly Society Inc. in this Agreement, the City-Parish shall have the right to terminate this Agreement upon giving 30 days' prior written notice to Butterfly Society Inc.

2. DUTIES OF Butterfly Society Inc.

Butterfly Society Inc. will act as fiscal agent for the expenditure of these funds and will assist the City-Parish in carrying out the public purposes set forth above.

3. RELATIONSHIP

Nothing in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of employer and employee, principal and agent, or of partnership or joint venture between the parties hereto. Butterfly Society Inc. is not a political subdivision, entity, or instrumentality of the City-Parish. Nothing herein shall be construed to authorize Butterfly Society Inc. to employ persons as employees of the City-Parish. All personnel supplied or used by Butterfly Society Inc. shall be their employees or contractors and shall not be employees or contractors of the City-Parish. No City-Parish benefits shall be available to Butterfly Society Inc.'s personnel. Butterfly Society Inc. shall be solely

Inc.'s fiscal year.

7 FINANCIAL RESPONSIBILITY

Butterfly Society Inc. agrees to be fully and exclusively responsible for the payment of all taxes imposed on it, all withholding and social security taxes, employment benefits, insurance premiums, and other costs and expenses, including salaries and wages related to its employees. The City-Parish shall not be responsible for any such obligations of Butterfly Society Inc.

8. MISCELLANEOUS

This Agreement shall be the exclusive and entire agreement between the parties. Should any provision of this Agreement be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions are severable. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

THUS DONE, READ, AND SIGNED by the parties in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses on the respective dates set forth below, effective on the Effective Date.

WITNESSES:

Krista Whit
Joy Gaud

CITY OF BATON ROUGE AND PARISH OF
EAST BATON ROUGE

BY:

Sharon Weston Broome
Mayor-President

DATE: 3-6-19

WITNESSES:

Betty Jordan
Kim C. Ferguson

Butterfly Society Inc.

BY:

Edgar O.

DATE: 6 FEB 19

APPROVED AS TO FORM

[Signature]

PARISH ATTORNEY'S OFFICE

8* 2624

RQ14601

GRANT FUNDED PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the 1 day of February, 2019 by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as "City-Parish") on behalf of Baton Rouge Police Department, and The Butterfly Society hereinafter referred to as "Service Provider".

Parties acknowledge that this contract is funded through The International Association of Chiefs of Police Collective Healing in the Wake of Harm Grant (Grant Awarding Institution(s)), for Baton Rouge Police Department (Recipient).

The following documents are all hereby made part of this of this Agreement to the same extent as if incorporated in full:

1. Federal Debarment Certification

Article I: Term

This Agreement shall be for a term commencing February 1, 2019 and terminating September 30, 2020 (provide a date here or other comment such as: upon completion of this project estimated at same date).

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Baton Rouge Police Department herein referred to as the "Department" as follows:

Service Provider shall work with the Baton Rouge Police Department, Collective Healing Project Manager, and the International Association of Chiefs of Police Project Director to accomplish the Scope of Services as defined per Attachment "A", attached and made a part of this agreement.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

The Service Provider certifies that it and its principals and employees, in the connection with the administration of these programs and services, will abstain from engagement in political activities; inherent religious activities other than those approved as faith-based activities funded by this program; will not engage in lobbying; political patronage and nepotism activities.

95215

The Service provider shall have or establish written policies and procedures to prevent any employees, consultants, members of governing bodies and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being motivated by a desire for private financial gain for themselves or others, such as those whom they have family, business or other ties.

In accordance with Louisiana law, all public servants are required to take one hour of training on the Code of Governmental Ethics. A public servant is defined as a public employee or an elected official, which would include persons who contract with the government as third parties/vendors/service providers. A one-hour ethics training is required by the Louisiana Board of Ethics each year for all public servants. The free, online training link is: <https://cap.ethics.la.gov/SrminatRegistration/>. All third parties/vendors/service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. All third parties/vendors/service providers are required to adhere to the ethical standards for public servants. Care must be exercised to avoid impropriety. The third party/vendor/service provider will be responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsuni.pdf>. The Louisiana Board of Ethics website is: <http://ethics.la.gov/>.

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment "B" shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance. The Contractor shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker's compensation.

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Article VII: Compensation

The City Parish shall pay Service Provider the sum not to exceed \$4,000.

This compensation shall be payable within thirty (30) days after submission and approval of the invoice for costs incurred and certifying compliance with grant requirements.

Each invoice must include appropriate supporting documentation, as applicable.

Failure of the Service Provider to comply with the grant requirements is cause for the City-Parish to withhold payment until service provider certifies compliance.

Article VIII: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish, the Federal grantor agency, the Comptroller General or any of their representatives to have access to any books, documents, papers and records of the Service Provider which are directly pertinent to the performance of this agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article IX: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years after receiving notification from the City Parish that it has received notification from the awarding agency that the award has been financially and programmatically closed.

Article X: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XI: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law.

Article XII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIII: Termination for Cause

The City-Parish may terminate this agreement for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XIV: Termination for Lack of Grant Funding

The continuation of this contract is contingent on the funding provided by International Association of Chiefs of Police referred to as the Collective Healing Grant. Should said funding cease, this agreement shall terminate immediately.

Article XV: Compliance with Code of Federal Regulations (2 C.F.R. § Pt. 200, App. II)

The Service Provider, as a non-Federal entity, receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200, not limited to, but including the following:

Section H Debarment and Suspension (2 C.F.R. § Pt. 200, App. II)

Debarment and Suspension - a contract may not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Service Provider shall submit a Federal Debarment Certification to assure compliance with the

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE


BY:

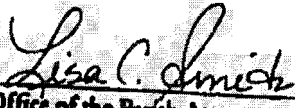
Kris R. Goranson, Purchasing Director

DATE: _____

Approved:


Murphy J. Paul, Chief of Police
Baton Rouge City Police


Darryl Gissel, Chief Administrative Officer
Office of the Mayor-President


Lisa C. Smith
Office of the Parish Attorney

NOTE:

- (1) *Where this contract will result in a service that 'creates' something for city-parish, we recommend a condition in the agreement that assigns ownership of the 'created product' to the city-parish—i.e. in the case of a commercial production or photographs, maps, etc..*
- (2) *Where this contract is funded by a grant, the Grants and Contracts Review Committee has requested that termination wording include specific cancellation rights should the grant funding be terminated.*

ATTACHMENT B

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or
Owned, Non-Owned & Hired

Combined Single Limit
\$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

Baton Rouge Collective Healing Initiative: Budget Justification

The Butterfly Society

A. Personnel

The Butterfly Society will coordinate with the NAACP to host a number of panel discussions and a round table talk educating the public about the effects of domestic violence. The Butterfly Society will insure the implementations of the scheduled events. The Butterfly Society will be responsible for communicating with panelist and community partners to engage in the conversation. The Butterfly Society will be in charge of getting communication out to the public by way of press release, social media, email, and outreach. The Butterfly Society will implement the success of programs, organize volunteers, coordinate dates of activities. The Butterfly Society stand united in meeting victims and survivors where they are. Standing beside them through every step of the way as they embark on their journey to rebuild their lives.

Community Activities

Why Did I Stay "Panel Discussion"? Community

Panel Discussion that focuses on why a victim would remain in an abuse situation. The panel consists of two survivors male and female, advocate, law enforcement, district attorney office, and faith base community. A video is on display to open the conversation several survivors share their personal testimonies about why they stayed. Providing a space where the community is educated about how to prevent, identify, recognize what a victim is faced with when having to decide on leaving. Objective: To raise the awareness, educate, engage, and empower communities to continue the conversation and spread the message about ending domestic violence, to support and empower survivors.

Total Event Cost: \$1,333.34

Project Coordinator: \$ 650

(\$ 16.25x 40hrs.= \$650)

5 Outreach workers: \$ 683

(\$ 13.66x 10hrs.= \$ 136x 5= \$683)

Why Did I Stay "Panel Discussion"? Faith Base Community

Panel Discussion that focuses on why a victim would remain in an abuse situation. The panel consists of two survivors male and female, advocate, law enforcement, district attorney office, and faith base community. A video is on display to open the conversation several survivors share their personal testimonies about why they stayed. Providing a space where the community is educated about how to prevent, identify, recognize what a victim is faced with when having to decide on leaving. Objective: To raise the awareness, educate, engage, and empower communities to continue the conversation and spread the message about ending domestic violence, to support and empower survivors.

Total Event Cost: \$1,333.34

Project Coordinator: \$ 650

(\$ 16.25x 40hrs.= \$ 650)

5 Outreach Worker: \$ 683

(\$ 13.66x 10hrs.= \$ 136x 5= \$ 683)

Why Did I Stay "Panel Discussion"? The myths in the LGBTQ Community about Domestic Violence

Panel Discussion that focuses on why a victim would remain in an abuse situation. The panel consists of two survivors male and female, advocate, law enforcement, and the district attorney office. Providing a space where the LGBTQ community can communicate what domestic violence is like in the community. Unfortunately, domestic violence victims in same-sex relationships are not receiving the help they need. This is due to the lack of legal recognition of same-sex relationships, law enforcement's failure to identify and properly handle domestic violence cases involving people of the same sex, and the shortage of resources available to victims of same-sex partner domestic abuse. Objective: Closing the gaps and providing a more stable support system. Educate, engage, and empower communities to continue the conversation and spread the message about ending domestic violence, to support and empower survivors.

Baton Rouge Collective Healing Initiative: Budget Justification

The Butterfly Society

A. Personnel

The Butterfly Society will coordinate with the NAACP to host a number of panel discussions and a round table talk educating the public about the effects of domestic violence. The Butterfly Society will insure the implementations of the scheduled events. The Butterfly Society will be responsible for communicating with panelist and community partners to engage in the conversation. The Butterfly Society will be in charge of getting communication out to the public by way of press release, social media, email, and outreach. The Butterfly Society will implement the success of programs, organize volunteers, coordinate dates of activities. The Butterfly Society stand united in meeting victims and survivors where they are. Standing beside them through every step of the way as they embark on their journey to rebuild their lives.

Community Activities

Why Did I Stay "Panel Discussion"? Community

Panel Discussion that focuses on why a victim would remain in an abuse situation. The panel consists of two survivors male and female, advocate, law enforcement, district attorney office, and faith base community. A video is on display to open the conversation several survivors share their personal testimonies about why they stayed. Providing a space where the community is educated about how to prevent, identify, recognize what a victim is faced with when having to decide on leaving. Objective: To raise the awareness, educate, engage, and empower communities to continue the conversation and spread the message about ending domestic violence, to support and empower survivors.

Total Event Cost: \$1,333.34

Speaker: \$650

Marketing: \$ 200 (200 flyers) Brochures \$150(250) Advocacy bracelets \$ 140

Supplies: \$ 140 (Ink , paper, pens)

Outreach: \$50

Why Did I Stay "Panel Discussion"? Faith Base Community

Panel Discussion that focuses on why a victim would remain in an abuse situation. The panel consists of two survivors male and female, advocate, law enforcement, district attorney office, and faith base community. A video is on display to open the conversation several survivors share their personal testimonies about why they stayed. Providing a space where the community is educated about how to prevent, identify, recognize what a victim is faced with when having to decide on leaving. Objective: To raise the awareness, educate, engage, and empower communities to continue the conversation and spread the message about ending domestic violence, to support and empower survivors.

Total Event Cost: \$1,333.34

Speaker: \$600

Marketing: Brochures \$150 (250) Flyers \$ 150 (150 flyers) Additional marketing \$100

Supplies: \$ 100 (Ink, paper, note pads)

Outreach: \$100

Baton Rouge Collective Healing Grant

Personnel

- **Program Coordinator-** will assist in program coordination. Manage emails, attend meetings, manage scheduling of events and planning. Send out reminders, and updates to team concerning events. Send out communication to community partners and community. Will manage participation, coordinate schedules, and maintain dates of activities.

\$ 16.25x 40hrs. = \$650

- **Outreach Worker-** will assist in the field with getting communication out to community partners and community about upcoming events and activities. Provide support to vendor setup and break down. Gathering new volunteer information. Providing attendees with resources, services and informational brochures.

\$13.66x10hrs. = \$683

Total Cost: \$ 1,333.34

Project Coordinator: \$ 650

(\$ 16.25x40hrs.= \$650)

5 Outreach Workers= \$ 683

(\$ 13.66x 10hrs= \$ 136x5= \$ 683)